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DAVID S. ROSENZWEIG
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February 11, 2005

Shaela McNulty Collins, Hearing Officer
Department of Telecommunications and Energy
One South Station, 2nd Floor
Boston, Massachusetts 02110

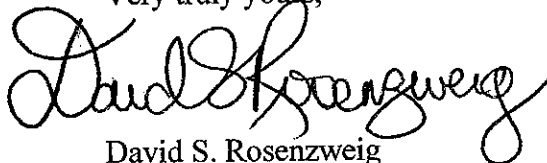
Re: NSTAR Electric/Biogen Agreement, D.T.E. 05-EC-1

Dear Ms. Collins:

Pursuant to your request, enclosed please find four (4) conforming copies of the Agreement for Standby and Supplemental Service (together with its associated exhibits), currently pending before the Department in the above-referenced proceeding.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "David S. Rosenzweig", written in a cursive style.

David S. Rosenzweig

Enclosures

cc: Mary L. Cottrell, Secretary
Colleen McConnell, Esq.

AGREEMENT FOR STANDBY AND SUPPLEMENTAL SERVICE

This Agreement made effective January 7, 2005, by and between Cambridge Electric Light Company d/b/a NSTAR Electric, a Massachusetts distribution company organized pursuant to G.L. c. 164, § 1, having a principal place of business at 800 Boylston Street, Boston, MA 02199 ("NSTAR Electric" or the "Company") and Biogen Idec MA Inc. ("Customer"), a Massachusetts corporation, having a principal place of business at 14 Cambridge Center, Cambridge, MA 02142.

WHEREAS, NSTAR Electric provides exclusive electric distribution services in the City of Cambridge, Massachusetts; and

WHEREAS, Customer is a customer of NSTAR Electric and maintains accounts for electric distribution services at the following addresses in Cambridge, MA:

"BIO 1"	241 Binney Street	
"BIO 2"	14 Cambridge Center	
"BIO 6"	12 Cambridge Center	
"BIO 7"	10 Cambridge Center	
"BIO 8"	15 Cambridge Center	(the "Campus"); and

WHEREAS, Customer intends to construct and operate a 5 megawatt ("MW") (nominal rating)/ 4.3 MW (average rating) natural gas, combined cycle cogeneration facility interconnected via a 13.8 kilovolt ("kV") customer station ("Cogeneration Facility") at a site designated as building "BIO 6A" and located at 12 Cambridge Center, Cambridge, MA, which will generate electricity to be supplied to the Campus; and

WHEREAS, the electric generating capability of the Cogeneration Facility is not adequate to supply all of the electricity requirements of the Campus, and Customer desires to purchase from NSTAR Electric standby and supplemental electric service for the Campus; and

WHEREAS, Customer and NSTAR Electric desire to enter into an Interconnection Agreement in the form attached as 'Exhibit A' hereto (the "Interconnection Agreement"), in order to facilitate the interconnection of the Cogeneration Facility and the Campus facilities with the NSTAR Electric system, all in accordance with applicable laws, regulations, and tariffs; and

WHEREAS, Customer and NSTAR Electric desire to enter into a Qualifying Facility Power Purchase Agreement in the form attached as 'Exhibit B' hereto (the "QF Agreement"), in order to facilitate the sale of energy and capacity from the Cogeneration Facility by Customer to NSTAR Electric; and

WHEREAS, Customer desires to purchase, and NSTAR Electric desires to sell, certain electrical equipment located on the Campus pursuant to the Bill of Sale attached as 'Exhibit C' hereto (the "Bill of Sale"); and

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Customer and NSTAR Electric agree as follows:

ARTICLE I
DESCRIPTION OF SERVICE

- 1.1 NSTAR Electric agrees, subject to the terms and conditions set forth in this Agreement, to provide Customer with Standby Service and Supplemental Service (as defined in Section 1.2 and 1.3, below). Service under this Agreement will be provided at the 13.8 kV voltage level to provide distribution service to Customer: (i) when the Cogeneration Facility is out of service; and / or (ii) for Customer's electric load in excess of loads supplied by the Cogeneration Facility.
- 1.2 Standby Service provides the Customer with firm distribution service to provide delivery of electricity supply to replace the portion of the Customer's internal electric load normally supplied by the Cogeneration Facility.
- 1.3 Supplemental Service is the delivery of electricity over Company-owned facilities for consumption at the Customer's facilities. Supplemental Service is intended to deliver electricity to satisfy that portion of the Customer's internal load that is not served from the Cogeneration Facility. The charges for Supplemental Service will be based on the metered amount of electricity delivered over Company-owned facilities for consumption at the Customer's facilities.
- 1.4 This Agreement applies exclusively to those buildings and facilities defined above as the "Campus", and shall not be construed or deemed to include any other Customer buildings or facilities without the express prior written consent of the Company.

ARTICLE II
TERM

- 2.1 This Agreement shall become effective upon the date upon which the Massachusetts Department of Telecommunications and Energy (the "Department") approves the Agreement as set forth in Article 6.5 hereof. This Agreement shall continue for an initial term through July 31, 2010. Provided, however, the Customer shall have the right to terminate this Agreement upon the provision of sixty (60) days' advance written notice in the event that: (i) Customer ceases to require Standby or Supplemental Service at the Facility, and (ii) the Customer disconnects the Campus and the Cogeneration Facility from the Company's system.

ARTICLE III
RATES AND CHARGES

- 3.1 The following rates and charges shall be applied to the Cogeneration Facility, including the determination of the Initial Standby Capacity and the calculation of annual minimum charges as set forth below.
- 3.2 Standby Service charges per month shall be the sum of the charges described in items A through D of this Section 3.2, or as otherwise amended under Cambridge Electric's General Service Rate G-3 in accordance with Section 3.10 hereof:
- A. Customer Charge: \$90.00
 - B. Distribution Charge:
 - First 100 kilovolt-amperes No charge
 - Over 100 kilovolt-amperes \$1.25 per kilovolt-ampere
 - C. Transmission Charge: No charge
 - D. Transition Charge: No charge
- 3.3 The Company will establish the kilovolt-amperes demand to be used for billing Standby Service at the level of the distribution capacity reserved for the Customer stated in kilovolt-amperes. This demand ("Contract Demand") shall be equal to the generating capability or the expected output of the Customer's Generation Unit(s), but shall not exceed the Customer's maximum connected load. If the Customer's actual generation exceeds its Contract Demand in any month, a new Contract Demand will be established based upon the maximum fifteen-minute output of the Customer's Generation Unit(s) occurring in such month as measured in kilovolt-amperes.
- 3.4 Supplemental Service charges per month shall be the sum of the charges described in items A through H of this Section 3.4, or as otherwise amended under Cambridge Electric's General Service Rate G-3 in accordance with Section 3.10 hereof:
- A. Customer Charge: No charge
 - B. Distribution Charge: \$1.47 per kilovolt-ampere
 - C. Transmission Charge As currently in effect
 - D. Transition Charge As currently in effect
 - E. Energy Efficiency Charge As currently in effect
 - F. Renewable Energy Charge As currently in effect

G. Default Service Adjustment As currently in effect

H. Pension/ PBOP Adjustment As currently in effect

- 3.5 The kilowatt-hours to be billed for Supplemental Service shall be the actual kilowatt-hours delivered by the Company over its distribution system as recorded on the meters measuring the electricity taken by the Customer.
- 3.6 The kilovolt-ampere demand to be used for billing Supplemental Service is the greatest fifteen-minute demand occurring in the billing month as measured in kilovolt-amperes and in accordance with the Determination of Demand and Billing provisions of the Cambridge Electric Rate G-3.
- 3.7 The supplemental billing demand shall be adjusted as follows: In the case of an outage or reduction in output of the customer generation below the Contract Demand, the interval demands used to determine the for billing demand for the Distribution charges under this Supplemental Delivery Service will be reduced for the period of the outage or reduction according to the following:
- a. Contract Demand < 1,000 kW
 - i. If the Generation Unit output is equal to or greater than 100 kVA, by 44.1% of (the Contract Demand less the actual output of the Generation Unit(s)).
 - ii. If the Generation Unit output is less than 100 kVA, by the sum of (100 less the Generation Unit Output) and (44.1 % of the Contract Demand minus 100).
 - b. Contract Demand \geq 1,000 kW
 - i. If the Generation Unit output is equal to or greater than 100 kVA, by the Contract Demand less the actual output of the Generation Unit(s)).
 - ii. If the Generation Unit output is less than 100 kVA, by the sum of (100 less the Generation Unit Output) and (the Contract Demand minus 100).

Such reduction shall not be greater than the metered supplemental demand.

- 3.8 For the purposes of the kilowatt hour and kilovolt-ampere measurements referred to above, if for any reason the Company is unable to meter the Customer's Cogeneration Facility, the Company may estimate such billing units as reasonably required. In such cases, the Customer, at the Company's request, shall provide reasonably reliable documentation of the operation of the Cogeneration Facility during the period when metering was not available.

- 3.9 In the case of a Customer generating kilovolt-amperes, but receiving reactive power from the Company for their reactive load requirements that otherwise should be supplied by such generation, the Customer's kilovolt-ampere demand for billing will be adjusted to properly account for the actual output of the generator.
- 3.10 The foregoing structure for the rates and charges, including but not limited to the determination of the distribution charge for Standby Service as set forth in Sections 3.2 and 3.3 above, has been agreed to by the parties hereto and shall remain in effect for the full term of the Agreement; provided, however, the specific prices for the rates and charges shall be subject to future changes in Cambridge Electric's Rate G-3 and Rate SB-G3, as approved by the Department from time to time.
- 3.11 To the extent Customer constructs an additional cogeneration unit at the Campus, the Customer and the Company shall engage in good faith negotiations to make appropriate modifications to the Contract Demand rate. If, despite such negotiations, the Customer and the Company are unable to agree on such modifications, the Customer and the Company retain their respective rights to have the Contract Demand rate determined by the Department.

ARTICLE IV BILLING AND PAYMENTS

- 4.1 All bills rendered hereunder are net and payable upon presentation. Any bill not paid within 25 days from the date issued shall be subject to a late payment charge at the rate of one and one-half percent (1.5 percent) per month on the unpaid balance from the date issued until the date of payment.

ARTICLE V METERS AND METERING

- 5.1 The Company shall supply, own and maintain the meters and related equipment it deems necessary to measure electricity delivered to the Campus. Customer agrees to supply suitable locations at the Campus deemed necessary and appropriate to the Company for the installation of the Company's metering equipment, at no cost to the Company.
- 5.2 In the event that a meter should fail to register the full amount of energy delivered or the maximum demand, the Company may bill Customer on the basis of its most accurate estimates. Such estimates shall be binding upon both the Company and Customer.

ARTICLE VI
MISCELLANEOUS PROVISIONS

- 6.1 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and all previous agreements, discussions, communications and correspondence with respect to the subject matter hereof are superseded by the execution of this Agreement.
- 6.2 This Agreement may not be modified or amended except in writing signed by or on behalf of both parties by their duly authorized officers.
- 6.3 All notices required or permitted under this Agreement shall be in writing, unless otherwise specifically set forth herein, and shall be deemed to have been properly given when delivered personally or deposited in the U.S. mail, first class postage prepaid, return receipt requested, addressed as follows, or to such other person or address as may be designated by a party at any time and from time to time, in accordance herewith:

If to NSTAR Electric:

**Cambridge Electric Light Company
Attention: Ms. Penelope Conner
Vice President, Customer Care
NSTAR Electric & Gas Corporation
One NSTAR Way
Westwood, MA 02090**

**Phone: 781 441-3884
FAX: 781 441-3952**

If to Customer:

**Edward Dondero
Director of Facilities
Biogen IDEC MA Inc.
14 Cambridge Center
Cambridge, MA 02142**

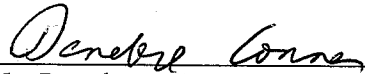
- 6.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws in effect therein.
- 6.5 This Agreement, the price to be paid for Standby Service and Supplemental Service hereunder, and the terms of the Interconnection Agreement, the QF Agreement and the Bill of Sale shall be subject to the review and approval of the Department under applicable Massachusetts statutes and Department regulations. This Agreement shall not be binding and effective on either party unless and until all necessary or appropriate approvals from the Department (and such approvals are no longer subject to appeal), without any conditions or modifications that, in the Company's sole discretion, are unacceptable to the Company.

- 6.6 Except as otherwise provided in this Agreement, the Company's Terms and Conditions, as they are amended from time to time, shall be incorporated by reference to this Agreement.
- 6.7 This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto; provided, however, that no assignment by Customer or any successor or assignee of Customer of its rights and obligations hereunder shall be made or become effective without the prior written consent of the Company in each case obtained.
- 6.8 This Agreement and all rights and obligations of the parties hereto are subject to all applicable state and federal laws and all duly promulgated orders and duly authorized actions of governmental authorities effectively exerting jurisdiction in the premises.
- 6.9 The Company reserves the right to terminate or interrupt or reduce the service provided to Customer hereunder, in the event of the breach of a material obligation of Customer hereunder without recourse to Customer, or if the Company determines, in the Company's sole discretion, that continuing such service may adversely affect the quality of service to other customers of the Company, or may adversely affect the public safety or the safety of the Company's personnel or the condition of the Company's system or property. Customer reserves the right to suspend, or interrupt or reduce the service provided hereunder, in the event of the breach of a material obligation of the Company hereunder without recourse to the Company, or if Customer determines, in Customer's sole discretion, that continuing such service may adversely affect the public safety or the safety of Customer's personnel or the condition of Customer's electric system or property.
- 6.10 The Company shall not be responsible for performance hereunder or incur any liability, cost or expense of any kind, including that for personal injury (including death) or property damage, in the event that such performance is prevented, in whole or in part, by any of the following: the statute or regulation or order of any court or public authority having or purporting to have authority over such performance; the loss, diminution or impairment of electric supply from the Cogeneration Facility or third-party electricity suppliers, or the systems of others with which such third-party suppliers are connected; a break or fault in the Company's transmission or distribution system; by the failure or improper operation of the Company's transformers, switches or other equipment necessary for electric transmission and distribution; or by reason of a storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute or strike, an Act of God or public enemy, or any other cause beyond the reasonable control of the Company. In the event of the occurrence of any of the foregoing, the Company shall use reasonable efforts to overcome such cause and to resume full performance.

- 6.11 The parties hereto acknowledge and agree that the Company shall not, in any event except that of its own negligent or intentional acts or omissions, be liable to any party for any direct damages, whether arising in tort, contract or otherwise, associated with the performance of its obligations under this Agreement, or with the exercise of any of its rights as set forth herein. In no event whatsoever will the Company be liable to any party for consequential, indirect or special damages.
- 6.12 Customer assumes full responsibility for the use of electricity delivered by the Company hereby, and for the condition, suitability, and safety of any and all wires, cables, devices and appurtenances energized or related equipment on Customer's premises, or owned or controlled by Customer. Customer shall indemnify and hold harmless the Company from and against any and all claims or actions of any nature, including such claims or actions for personal injury (including death) or property damage arising directly or indirectly from the operation or presence of the aforementioned wires, cables, devices, appurtenances and related equipment (which are not the property of the Company); or arising directly or indirectly from the failure of Customer to perform its duties and obligations as set forth in this Agreement; or arising directly or indirectly from the improper use of the electricity or the aforementioned wires, cables, devices and appurtenances or equipment.
- 6.13 Any and all equipment or facilities furnished by the Company hereunder, unless specified otherwise, shall be and remain the property of the Company, and, if placed on the property of Customer, Customer shall be responsible for the safekeeping of the same, and further Customer shall make reasonable efforts to protect the same from damage or interference.
- 6.14 This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

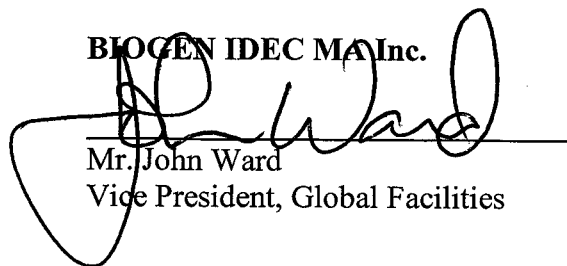
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the day and year first above written.

**CAMBRIDGE ELECTRIC
LIGHT COMPANY**



Ms. Penelope Conner
Vice President, Customer Care

BIOGEN IDEC MA Inc.



Mr. John Ward
Vice President, Global Facilities

Exhibit A

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Interconnection Service Agreement

1. Parties. This Interconnection Service Agreement ("Agreement"), dated as of January 7, 2005 ("Effective Date") is entered into, by and between Cambridge Electric Light Company, a Massachusetts corporation with a principal place of business at 800 Boylston Street, Boston, MA (hereinafter referred to as the "Company"), and Biogen Idec MA Inc., a Massachusetts company with a principal place of business at 14 Cambridge Center, Cambridge, MA 02142 ("Interconnecting Customer"). (The Company and Interconnecting Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in the Tariff Section 1.2 which is attached to this Agreement as Attachment 1.
2. Basic Understandings. This Agreement provides for parallel operation of an Interconnecting Customer's Facility with the Company Electric Power System ("EPS") to be installed and operated by the Interconnecting Customer at 12 Cambridge Center, Cambridge, MA 02142

(NSTAR Electric Account No. 2744-460-0012).

A description of the Facility is located in Attachment 2. If the Interconnecting Customer is not the Customer, a Third Party Owner Agreement must be signed and included as an Attachment 4 to this document.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized ("Authorization Date").

3. Term. This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.

4. Termination.

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4.1 This Agreement may be terminated under the following conditions.

4.1.1 The Parties agree in writing to terminate the Agreement.

4.1.2 The Interconnecting Customer shall have the right to terminate this Agreement upon the provision of sixty (60) days' advance written notice in the event that: (i) the Interconnecting Customer ceases to require Standby or Supplemental Service (as defined in the Company's Terms and Conditions as may be in effect from time to time) at the Interconnecting Customer's Facility, and (ii) the Interconnecting Customer disconnects the Interconnecting Customer Campus (as defined in the Agreement for Standby and Supplemental Service between the parties of even date) and the Interconnecting Customer's Facility from the Company's system.

4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

4.1.4. The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement. In such event, the Parties shall use best efforts to negotiate a new interconnection agreement in order to continue to provide an interconnection between the Interconnecting Customer Facility with the Company's EPS that is consistent with such new regulations or laws.

4.2 Survival of Obligations. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

4.3 Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. General Payment Terms. The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff.

5.1 Cost or Fee Adjustment Procedures.

Any changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent.

- 5.2 Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.

6. Operating Requirements

6.1 General Operating Requirements

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2 No Adverse Effects; Non-interference

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Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE STD519, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3 Safe Operations and Maintenance

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

The Company shall have access to the disconnect switch of the Facility at all times.

6.4.1. Company and Interconnecting Customer Representatives

Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4.2 Company Right to Access Company-Owned Facilities and Equipment

If necessary for the purposes of this Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under this Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

6.4.3. Right to Review Information

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.5.

7.1 Temporary Disconnection

7.1.1 Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

7.1.2 Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

7.1.3 Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

7.1.4 Non-Emergency Adverse Operating Effects. The Company may 7
disconnect the Facility if the Facility is having an adverse operating effect on
the Company EPS or other customers that is not an emergency, and the
Interconnecting Customer fails to correct such adverse operating effect after
written notice has been provided and a maximum of 45 days to correct such
adverse operating effect has elapsed.

7.1.5 Modification of the Facility. Company shall notify Interconnecting
Customer if there is evidence of a material modification to the Facility and shall
have the right to immediately suspend interconnection service in cases where such
material modification has been implemented without prior written authorization
from the Company.

7.1.6 Re-connection. Any curtailment, reduction or disconnection shall continue
only for so long as reasonably necessary. The Interconnecting Customer and the
Company shall cooperate with each other to restore the Facility and the Company
EPS, respectively, to their normal operating state as soon as reasonably
practicable following the cessation or remedy of the event that led to the
temporary disconnection.

7.2 Permanent Disconnection

7.2.1 The Interconnecting Customer shall have the right to permanently
disconnect the interconnection with the Company's EPS upon the provision of
sixty (60) days' advance written notice.

7.2.2 The Company may permanently disconnect the Facility upon termination of
the Interconnection Service Agreement in accordance with the terms thereof.

8. Metering. Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.

9. Assignment. Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption. 8

10. Confidentiality. Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

11. Insurance Requirements

11.1 General Liability:

In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

- a. Five million dollars for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than (5) MW.
- b. Two million dollars for each occurrence and five million dollars (\$5,000,000)] in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to (5) MW;
- c. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) KW and less than or equal to 1 MW;
- d. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) KW and less than or equal to one hundred (100) KW.

No insurance is required for Facilities less than or equal to ten (10) KW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.

11.2 Insurer Requirements and Endorsements

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All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (c) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

11.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with this Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Company may at its discretion require the Interconnecting Customer to maintain tail coverage for three years on all policies written on a "claims-made" basis.

If Interconnecting Customer is a company with a self-insurance program established in accordance with commercially acceptable risk management practices.

Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under section 11.1.

11.5 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Cambridge Electric Light Company
Attention: Manager of Risk Management
NSTAR Electric & Gas Corporation
One NSTAR Way
Westwood, MA 02090

12. Indemnification. Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

- 13. Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever. 11
- 14. Amendments and Modifications.** No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
- 15. Permits and Approvals.** Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the interconnecting customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.
- 16. Force Majeure:** For purposes of this Agreement, "Force Majeure Event" means any event:
- a. that is beyond the reasonable control of the affected Party; and
 - b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

17.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company: Cambridge Electric Light Company

Attention: Ms. Penelope Conner
Vice President, Customer Care
NSTAR Electric & Gas Corporation
One NSTAR Way
Westwood, MA 02090
Phone: 781 441-3884
FAX: 781 441-3952

If to Interconnecting
Customer:

Biogen Idec MA Inc.

Attention: Edward Dondero
Director of Facilities
Address: 14 Cambridge Center
City: Cambridge, MA 02142
Phone: (617) 679-2874
FAX: (617) 679-3213

17.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 16.1.

17.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

18.1 Defaults. Any one of the following shall constitute "An Event of Default."

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2 Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

20. Supercedence. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing. 14
21. Governing Law. This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
22. Non-waiver. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
23. Counterparts. This Agreement may be signed in counterparts.
24. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
25. Dispute Resolution. Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the dispute resolution procedures set forth in the Interconnection Tariff.
26. Severability. If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.

27. Signatures

15

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Biogen Idec MA Inc.

By:

Name: John Ward

Title: VP, Global Engineering

Cambridge Electric Light Company

By:

Name: Penelope Conner

Title: Vice President, Customer Care

ATTACHMENT 1

**CAMBRIDGE ELECTRIC LIGHT COMPANY
STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION
(MDTE No. 262)
SECTION 1.2 (DEFINITIONS)**

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

1.0 GENERAL

1.1 Applicability

This document ("Interconnection Tariff") describes the process and requirements for an Interconnecting Customer to connect a power-generating facility to the Company's Electric Power System ("Company EPS"), including discussion of technical and operating requirements, metering and billing options, and other matters.

The procedure for momentary paralleling to the Company EPS with back-up generation is described within Section 4.0 Interconnection Requirements.

If the Facility will always be isolated from the Company's EPS, (i.e., it will never operate in parallel to the Company's EPS), then this Interconnection Tariff does not apply.

1.2 Definitions

The following words and terms shall be understood to have the following meanings when used in this Interconnection Tariff:

"Affected System" shall mean any neighboring EPS not under the control of the Company (i.e., a municipal electric light company or other regulated utility).

"Affiliate" shall mean a person or entity controlling, controlled by or under common control with a Party.

"Anti-Islanding" shall mean a description of the ability of a Facility to avoid unintentional islanding through some form of active control technique.

"Application" shall mean the notice (which will serve as the Notice of Intent to Interconnect under 220 C.M.R. §§ 8.00 et seq. when required) provided by Interconnecting Customer to the Company in the form shown in Exhibits C and D, which initiates the interconnection process.

"Area EPS" shall mean the Company EPS. This term is used in "Standards for Interconnecting Distributed Resources with Electric Power Systems" of the Institute of Electrical and Electronics Engineers ("IEEE 1547").

"Company" shall mean ~~Boston Edison Company~~ CAMBRIDGE ELECTRIC LIGHT

"Company EPS" shall mean the electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

"Customer" shall mean the Company's retail customer; host site or premises, may be the same as Interconnecting Customer.

"Department" shall mean the Massachusetts Department of Telecommunications and Energy.

Issued by: Thomas J. May
President

Filed: March 16, 2004
Effective: April 1, 2004

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

"Detailed Study" shall mean the final phase of engineering study, if necessary, conducted by the Company to determine substantial System Modifications to its EPS, resulting in project cost estimates for such modifications that will be required to provide the requested interconnection service.

"DG" shall mean Distributed Generation.

"DR" shall mean the Facility. This term is used in the IEEE 1547 draft standard.

"Expedited Process" shall mean, as described in Section 3.2, process steps for certified Facilities from initial application to final written authorization, using a set of technical screens to determine grid impact.

"Facility" shall mean a source of electricity owned by the Interconnecting Customer that is located on the Interconnecting Customer's side of the PCC, and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the Interconnecting Customer requests to interconnect to the Company EPS.

"FERC" shall mean Federal Energy Regulatory Commission.

"Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

"Impact Study: shall mean the engineering study conducted by the Company under the Standard Process to determine the scope of the required modifications to its EPS and/or the Facility to provide the requested interconnection service.

"In-Service Date" shall mean the date on which the Facility and System Modifications (if applicable) are complete and ready for service, even if the Facility is not placed in service on or by that date.

"Interconnecting Customer (IC)" shall mean the entity who owns and/or operates the Facility interconnected to the Company EPS.

"Interconnection Service Agreement" shall mean an agreement for interconnection service, the form of which is provided in Exhibit A, between the Interconnecting Customer and the Company. The agreement also includes any amendments or supplements thereto entered into by the Interconnecting Customer and the Company.

"Islanding" shall mean a situation where electrical power remains in a portion of an electrical power system when the Company's transmission or distribution system has ceased

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President**

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Effective: April 1, 2004**

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

providing power for whatever reason (emergency conditions, maintenance, etc.) Islanding may be intentional, such as when certain segregated loads in a Customer's premises are provided power by a Facility after being isolated from the Company EPS after a power failure. Unintentional Islanding, especially past the PCC, is to be strictly avoided.

"ISO-New England, Inc ("ISO-NE")" shall mean the Independent System Operator established in accordance with the NEPOOL Agreement and applicable FERC approvals, which is responsible for managing the bulk power generation and transmission systems in New England.

"Isolated" shall mean the state of operating the Facility when electrically disconnected from the Company EPS on the Interconnecting Customer's side of the PCC.

"Local EPS" shall mean the customer premises within which are contained the Facility. This term is used in the IEEE 1547.

"Metering Point" shall mean, for meters that do not use instrument transformers, the point at which the billing meter is connected. For meters that use instrument transformers, the point at which the instrument transformers are connected.

"NEPOOL" shall mean New England Power Pool.

"Net Metering" shall mean a customer of the Company with an on-site Facility of 60 kilowatts ("KW") or less in size exercising the option to run the meter backward and thus choosing to receive a credit from the Company equal to the average monthly market price of generation per kilowatt hour, as determined by the Department, in any month during which there was a positive net difference between kilowatt hours ("KWH") generated and consumed. (See 220 C.M.R. § 11.04(7)(c)).

"Network Distribution System (Area or Spot)" shall mean electrical service from an EPS consisting of one or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving one (a spot network) or more (an area network) Interconnecting Customers.

"Non-Islanding" shall mean the ability of a Facility to avoid unintentional islanding through the operation of its interconnection equipment.

"NPCC" shall mean Northeast Power Coordinating Council.

"On-Site Generating Facility" shall mean a class of Interconnecting Customer-owned generating Facilities with peak capacity of 60 KW or less, as defined in 220 C.M.R. § 8.02.

"Parallel" shall mean the state of operating the Facility when electrically connected to the Company EPS (sometimes known as grid-parallel).

"Parties" shall mean the Company and the Interconnecting Customer.

"Point Of Common Coupling (PCC)" shall mean the point where the Interconnecting Customer's local electric power system connects to the Company EPS, such as the electric

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

power revenue meter or premises service transformer. See the Company for the location at a particular Interconnecting Customer site.

"Point of Delivery" shall mean a point on the Company EPS where the Interconnecting Customer makes capacity and energy available to the Company. The Point of Delivery shall be specified in the Interconnection Service Agreement.

"Point of Receipt" shall mean a point on the Company EPS where the Company delivers capacity and energy to the Interconnecting Customer. The Point of Receipt shall be specified in the Interconnection Service Agreement.

"Qualifying Facility" shall mean a generation Facility that has received certification as a Qualifying Facility from the FERC in accordance with the Federal Power Act, as amended by the Public Utility Regulatory Policies Act of 1978, as defined in 220 C.M.R. § 8.02.

"Radial Distribution Circuit" shall mean electrical service from an EPS consisting of one primary circuit extending from a single substation or transmission supply point arranged such that the primary circuit serves Interconnecting Customers in a particular local area.

"Screen(s)" shall mean criteria by which the Company will determine if a proposed Facility's installation will adversely impact the Company EPS in the Simplified and Expedited Processes as set forth in Section 3.

"Simplified Process" shall mean, as described in Section 3.1, process steps from initial application to final written authorization for Facilities that are 10KW or less, qualified, and inverter-based.

"System Modification" shall mean modifications or additions to distribution-related Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer.

"Supplemental Review" shall mean additional engineering study to evaluate the potential impact of the Facility on the Company EPS so as to determine any requirements for processing the application through the Expedited Process.

"Standard Process" shall mean, as described in Section 3.3, process steps from initial application to final written authorization for Facilities that do not qualify for Simplified or Expedited treatment.

"Unintentional Islanding" shall mean a situation where the electrical power from the Facility continues to supply a portion of the Company EPS past the PCC when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.).

1.3 Forms and Agreements

The following documents for the interconnection process are included as Exhibits:

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President

Filed: March 16, 2004
Effective: April 1, 2004

ATTACHMENT 2

DESCRIPTION OF FACILITY

ATTACHMENT 2

DESCRIPTION OF FACILITY

1. Location of Facility: 12 Cambridge Center, Cambridge, MA 02142
2. Service Entrance: Size 600 Amp Voltage 13,8kV Phase 3
 Wire 500 MCM / 700 MCM (number & size)
3. Point of Delivery: 15kV Customer Station – 12 Cambridge Center
(if other than normal service entrance equipment)
4. Brief Description of Facility (including voltage level of delivery):

Nominal 5 MW natural gas, combined cycle co-generation facility interconnected
via a 15kV customer station.
5. Check One: X Qualified Facility
 On-Site Generation Facility
6. Primary Fuel Source Natural Gas:
7. Maximum Net Energy per hour: 5,140 kW / 11,886 Btu/kWhr – OEM Guarantee
8. Owner: Biogen Idec MA Inc.
9. % Ownership by Electric Utility / Public Utility Holding Company: 0%
10. Start Date of Construction: June 1, 2004
11. Anticipated On-Line Date: September 1, 2005
12. Description of power conditioning equipment located between Facility and the
Utility's System:

2 – Line 15 kV Interconnection Switchgear with associated protection relays.
13. Description of Type of Generation (Synchronous, Induction, Photovoltaic, etc):

Synchronous

DESCRIPTION OF FACILITY

14. Type of Equipment:

The Facility includes one (1) - 5,140 kW rated gas turbine generator set fired primarily with natural gas with low sulfur #2 oil as a backup fuel. The exhaust gas from the gas turbine operates a heat recovery steam generator generating 28,000 lbs per hour of 140 psig saturated steam. The steam powers one (1) absorption chillers for comfort cooling of Biogen Idec's facilities. Additional steam is used for comfort heating and process uses. Balance of plant components including backup boilers, pumps, cooling tower, automation, and emissions controls.

15. Number of Generator(s): one (1)

16. Generator Size(s): 6,625 kVA

17. Generator Voltage: 13.8 kV

18. Generator Manufacturer: Ideal Electric

19. Prime Mover Manufacturer: Solar Turbines

20. Description of Operation of Generator (Cycle – including on/off method):

Generator is a base load resource operating in parallel with the grid.

21. Power supplied in 1 Hour with Auxiliary Loads Deducted: 4,076 kWh /

hr. {4,300kW * (94.8%)*1hr.}

22. Estimated Annual kWh Generator Output: 36,537,960 kWh's {4,300kW * 8,760

hrs. * 97% Availability}

23. Estimated Annual Thermal Displaced: 327,000 MMBtu's

Thermal Displaced (use & amount) process applications (114,000 MMBtu), for space heating (171,000 MMBtu), and comfort cooling through an absorption chiller (42,000 MMBtu).

ATTACHMENT 3

INTERCONNECTION COST AND PAYMENT TERMS

ATTACHMENT 3

**BIOGEN CO-GEN INTERCONNECTION
SCOPE OF WORK
WO#1360663**

Work Order Costs (attached)	\$580,600
Overheads including G&A, Material Handling, Lobby Stock, Police Details, Vehicles, etc.	\$ 59,139
System Development Credit	(\$5,727)
SUBTOTAL	\$634,012
Tax Adder	\$142,019
TOTAL	\$776,031
Design Deposit	(\$5,000)
TOTAL CUSTOMER COST	\$771,031

**BIOGEN CO-GEN INTERCONNECTION
SCOPE OF WORK
WO#1360663**

Breakdown of work order costs without overheads

Distribution Work:	\$177,005
1) Line 13-92 New dedicated supply line to serve new customer station and Co-gen unit	
o Cable 3-700 2958 circuit feet	\$117,520
2) Line 13-45 Shared backup line	
o Cable 3-700 425 circuit feet	\$17,350
3-500 1115 circuit feet	\$42,135
3) Removal of existing Biogen services from lines 13-16, 13-17, 13-43, 13-45, & 13-67	
 Relay & Protection Work:	 \$156,056
1) Prepare and complete elementary and logic diagrams	
2) Prepare and complete wiring diagrams	
3) Field Installation of relay and protection equipment	
o Installation of relays	
o Installation of control cable	
o Installation fiber optic interconnection at Kendall Station	
o Fiber optic bulkhead and terminations	
o SCADA additions – (RTU and EMC)	
4) Relay settings and testing	
5) Startup Testing	
 Fiber Optic Installation	 \$72,139
1) Installation of fiber lateral at Kendall Station	
2) Installation of fiber lateral at Biogen	\$43,500
o Conduit 4-5" 185 feet	\$13,639
3) Interconnection of fiber at Biogen	\$15,000
 Station Related Equipment	 \$175,400
1) 1- Station breaker	\$50,000
2) Two sets of line reactors for line 13-92 and 13-45	<u>\$125,400</u>
 TOTAL	 \$580,600

Michael Rossini
Lead Engineer - System Engineering
November 17, 2004

EXHIBIT B

QUALIFYING FACILITY POWER PURCHASE AGREEMENT

Agreement entered into this 7~~th~~ day of January, 2005 by and between Cambridge Electric Light Company, a Massachusetts corporation with a principal place of business at 800 Boylston Street, Boston, Massachusetts 02199 (the Company) and Biogen Idec MA Inc. (the Customer) a Massachusetts company with a principal place of business at 14 Cambridge Center, Cambridge, MA 02142, (Account Number: 2744-460-0012).

Whereas, the Customer has notified the Company of the intention to install facilities at "BIO 6", 12 Cambridge Center, Cambridge, MA 02142 for the purposes of generating electric energy and steam (such facilities are described on the attached Exhibit "A" hereto); and

Whereas, the Customer has advised the Company that such facilities do or shall constitute "Qualifying Facilities" as defined in the regulations promulgated by the Federal Energy Regulatory Commission in 18 C.F.R. 292.203 (a) and (b), or otherwise constitute an "On-Site Generating Facility" as in 220 CMR 8.0; and

Whereas, the Customer desires to sell certain electric energy generated by such facilities to the Company.

THEREFORE, the parties hereto, each in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The Customer shall sell, and the Company shall purchase, electricity and capacity from the Customer in accordance with the terms and conditions of this Agreement.
2. The electricity and capacity shall be generated solely at the facilities described in this Agreement.
3. This Agreement is made pursuant to, and shall be subject to, the following, as the same are in effect from time to time:
 - a.) The provisions of the Company's Power Purchase Rate P-2;
 - b.) The Company's Terms and Conditions – Distribution Service;
 - c.) The Company's Standards for Interconnection with Qualifying Facility and On-Site Generating Facility (the "Standards");
 - d.) The Company's Interconnection Tariff;
 - e.) The Interconnection Agreement between the parties dated January 7, 2005; and
 - f.) The Agreement for Standby Service and Supplemental Service between the parties dated January 7, 2005.

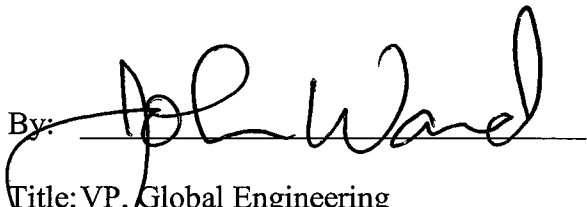
4. The Customer will complete and submit to the Company three signed copies of this Agreement, together with the information specified in the Company's above-referenced Standards and the completed and signed form of "Notice of Intent" attached hereto, which together all the other documents required to be submitted by Customer pursuant to the documents referenced in Section 3 hereof, shall constitute the "application." The Company will review such application and may accept, modify, or reject the application in accordance with the rights reserved to the Company pursuant to the documents referenced in Section 3 of this Agreement and the applicable laws and regulations. The Company shall have no obligation to purchase electricity or capacity from the Customer unless and until the Customer has satisfied the foregoing obligations and the Company executes this Service Agreement.
5. The Customer may elect to receive compensation for capacity made available to the Company subject to and in accordance with the terms of the Company's Power Purchase Rate P-2, as such Rate is in effect from time to time.
6. The Customer shall receive compensation for electricity made available to the Company under the terms of the Company's Power Purchase Rate P-2. Payment for such electricity shall be in accordance with option a as selected by the Customer under the Electricity Purchase Price Clause of said Company's Power Purchase Rate P-2, as such Rate is in effect from time to time.
7. The payments for energy and capacity in accordance with Articles 5 and 6 above will be combined and any such combined payment greater than ten dollars (\$10.00) per month shall be made to the Customer monthly. Any such combined payment equal to or less than ten dollars (\$10.00) per month will be accumulated by the Company for the account of the Customer and shall be payable the earlier of: 1) when the cumulative amount payable to the Customer exceeds ten dollars (\$10.00) or 2) December 31st of the calendar year.
8. The Customer shall comply with any and all applicable New England Power Pool (NEPOOL) and ISO New England, Inc. (ISO) information requests, rules, and requirements that are necessary for a Customer's generation output to be sold or transferred at the ISO power exchange by the Company. The Customer shall provide such information to the Company in a timely manner.
9. In the event that any cost, fine, penalty, or a sanction is assessed by NEPOOL or ISO as a result of the Customer's failure to comply with this Agreement or a NEPOOL or ISO request, standard, rule, or requirement, then the Customer shall be responsible for the costs of the same and shall reimburse the Company to the extent the Company has paid the same.

10. This Agreement expresses the entire Agreement of the parties, shall be governed by the laws of the Commonwealth of Massachusetts, and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. This agreement or any interest hereunder shall not be assigned by the Customer without first obtaining the written consent of the Company.
11. The term of this Agreement shall commence on September 1, 2005 and shall terminate on August 31, 2006; provided that the term shall be extended on a semi-annual basis thereafter unless 60 days advance written notice of termination is provided by the Company or the Customer. Provided, however, that either party may terminate this Agreement effective upon written notice to the other party in the event of : (i) a failure by the other party to satisfy any obligation hereunder; (ii) the Customer's facility is no longer considered a "Qualifying Facility" as defined in the preamble to this Agreement; or (iii) the Company ceases to have an obligation to purchase electricity or capacity from such "Qualifying Facility."
12. Any notice required or allowed to be given by this Agreement or the above-referenced documents pursuant to which this Agreement is made shall be deemed to have been properly given if in writing, signed by the party giving such notice and mailed, first-class postage prepaid, or delivered in hand to the other at the address set forth above.
13. This Agreement and the rates to be paid for energy or capacity hereunder shall be subject to the review and approval of the Massachusetts Department of Telecommunications and Energy (the "Department") under applicable Massachusetts statutes and Department regulations. This Agreement shall not be binding and effective on either party unless and until all necessary or appropriate approvals are received from the Department (and such approvals are no longer subject to appeal), without any conditions or modifications that, in the Company's sole discretion, are unacceptable to the Company.

IN WITNESS WHEREOF, the Company and the Customer have caused this Agreement to be executed as of date first above-written.

BIOGEN IDEC MA INC.

CAMBRIDGE ELECTRIC
LIGHT COMPANY

By: 
Title: VP, Global Engineering
Date: 07 JAN 05

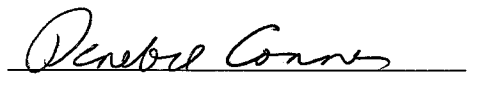
By: 
Title: VP Customer Care
Date: 1/7/05

Exhibit A

NOTICE OF INTENT TO INTERCONNECT A QUALIFYING FACILITY OR ON-SITE GENERATING FACILITY TO CAMBRIDGE ELECTRIC LIGHT COMPANY'S DISTRIBUTION SYSTEM

1. Date of Application November 10, 2003
2. Name of Applicant Biogen Idec MA Inc.
3. Account Number(s):

Building	Address	Account No.'s
"BIO 1"	241 Binney Street	1568-736-0022 1189-679-0026 {190 5 th St.}
"BIO 2"	14 Cambridge Center	1149-931-0024
"BIO 6"	12 Cambridge Center	1605-064-0016
"BIO 7"	10 Cambridge Center	1149-882-0023
"BIO 8"	15 Cambridge Center	1659-141-0010

4. Address: 14 Cambridge Center, Cambridge, MA 02142
5. Phone / Fax (617) 679-2885 / (617) 679-3599
6. Location of Facility 12 Cambridge Center, Cambridge, MA 02142
7. Service Entrance Size 600 Amp Voltage 13.8kV Phase 3
Wire 500 MCM / 700 MCM (number & size)
8. Point of Delivery 15kV Customer Station – 12 Cambridge Center
(if other than normal service entrance equipment)
9. Brief Description of Facility (including voltage level of delivery)
Nominal 5 MW natural gas, combined cycle co-generation facility interconnected
via a new 15kV customer station {See NSTAR WR # 1360663}.

12. Maximum Net Energy per hour 5,140 kW / 11,886 Btu/kWhr – OEM Guarantee

14. % Ownership by Electric Utility / Public Utility Holding Company 0%

16. Anticipated On-Line Date September 1, 2005

2 – Line 15 kV Interconnection Switchgear with associated protection relays.

18. Description of Type of Generation (Synchronous, Induction, Photovoltaic, etc)

Synchronous

19. Will back-up power be required? Yes X No

If yes, indicate demand (kW) level desired 4,300 kW

20. Contract Type X Surplus Energy Sale
 Net Energy Sale
 No Energy Sale

DESCRIPTION OF FACILITY

21. Type of Equipment

The Facility includes one (1) - 5,140 kW rated gas turbine generator set fired primarily with natural gas with low sulfur #2 oil as a backup fuel. The exhaust gas from the gas turbine operates a heat recovery steam generator generating 28,000 lbs per hour of 140 psig saturated steam. The steam powers one (1) absorption chillers for comfort cooling of Biogen Idec's facilities. Additional steam is used for comfort heating and process uses. Balance of plant components including backup boilers, pumps, cooling tower, automation, and emissions controls.

22. Number of Generator(s) one (1)
23. Generator Size(s) 6,625 kVA
24. Generator Voltage 13.8 kV
25. Generator Manufacturer Ideal Electric
26. Prime Mover Manufacturer Solar Turbines
27. Description of Operation of Generator (Cycle – including on/off method) Generator is a base load resource operating in parallel with the grid.
28. Power supplied in 1 Hour with Auxiliary Loads Deducted
4,076 kWh / hr. {4,300kW * (94.8%)*1hr.}
29. Estimated Annual kWh Generator Output
36,537,960 kWh's {4,300kW * 8,760 hrs. * 97% Availability}
30. Estimated Annual Thermal Displaced 327,000 MMBtu's
31. Thermal Displaced (use & amount)
process applications (114,000 MMBtu), for space heating (171,000 MMBtu), and comfort cooling through an absorption chiller (42,000 MMBtu).

EXHIBIT C

BILL OF SALE AND AGREEMENT

CAMBRIDGE ELECTRIC LIGHT COMPANY (hereinafter called the "Seller"), in consideration of the sum of ONE Dollars (\$ 1.00), the receipt of which is hereby acknowledged, paid by:

BiogenIdec MA Inc.

(Hereinafter called the "Buyer"), does hereby grant, sell and convey, on an "AS-IS, WHERE IS WITH ALL FAULTS" basis, all its right, title and interest in and to the following:

1. Switchgear

Manufacturer: Mass Electric Mfg Co.
Manufacturing Date: June, 1990
Serial Number: 3576-1

2. Transformer

Manufacturer: Westinghouse
Date of Manufacture: July, 1989
Rating: 3000/3360 kVA 13,800 (delta) /
277/480 (wye) Volts
5.3% impedance
Serial No. 7852-0101

By acceptance of this Bill of Sale, the Buyer indemnifies and holds Seller harmless from any and all liability of whatever nature including, but not limited to bodily injury, death, and/or damage to property arising out of the use of or in connection with the above in any way.

THE SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent the Buyer no longer requires use of the transformer referenced above, the Buyer shall so notify Seller, and the Seller shall have the right and option (but not the obligation) to elect to purchase such transformer from Buyer for the sum of \$1.00.

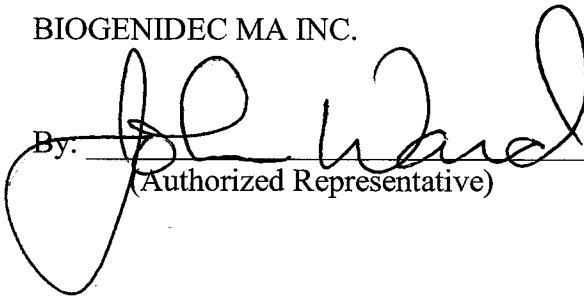
IN WITNESS WHEREOF, the Seller has caused these presents to be executed by its authorized official this _____ day of _____, 2005.

ACKNOWLEDGED AND ACCEPTED:

CAMBRIDGE ELECTRIC LIGHT COMPANY

By: 
(Authorized Representative)

BIOGENIDEC MA INC.

By: 
(Authorized Representative)

ACKNOWLEDGMENT

Commonwealth of Massachusetts _____, 2005
County of _____

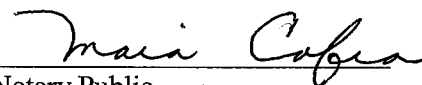
BEFORE ME, on this day personally appeared and known to be to be the person whose name is subscribed to this instrument, and acknowledged to me that the above person executed the same as the free act and deed of Cambridge Electric Light Company.

Notary Public
My commission expires:

ACKNOWLEDGMENT

Commonwealth of Massachusetts January 7, 2005
County of Middlesex

BEFORE ME, on this day personally appeared and known to be to be the person whose name is subscribed to this instrument, and acknowledged to me that the above person executed the same as the free act and deed of BiogenIddec MA Inc.


Notary Public
My commission expires: July 25, 2008